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LEASE AGREEMENT

THIS LEASE AGREEMENT ("LEASE") is made and entered into this 27th day of April, 2021, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, 2220 Tulare Street, Suite 1600, Fresno, California, 93721-2120, ("LESSOR"), and the FRESNO COMMUNITY HOSPITAL AND MEDICAL CENTER, a California nonprofit public benefit corporation ("LESSEE").

WITNESSETH:

WHEREAS, LESSOR owns the building, located at 4460 E. Huntington, Fresno, CA 93702 ("Building");

WHEREAS, LESSEE desires to lease certain portions of the Building for use as office space; and,

WHEREAS, LESSOR finds, based on LESSEE'S representations, that LESSEE'S use of office space in the Building is in the public interest, and that the LESSEE'S use of office space in the Building will not substantially conflict or interfere with the use of the Building by the LESSOR.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, such parties, and each of them, do agree as follows:

1. LEASED PREMISES – The premises for the LEASE is approximately two thousand (2,000) square feet of office space and use of approximately one thousand (1,000) square feet of common area Reception and Conference Room at the location commonly known as 4460 E. Huntington, Fresno, CA 93702 as shown in Exhibit "A", attached hereto and incorporated by this reference ("Premises").

2. INITIAL TERM/RENEWAL – The initial term of this LEASE shall be for five (5) years, commencing April 1, 2021, through and including March 31, 2026 ("Initial Term"). Thereafter, this LEASE shall be renewable for three (3) additional periods of five (5) years each (each a "Renewal Period"), such renewals to take place automatically unless one of the parties provides the other with written notice to the contrary at least ninety (90) days prior to the expiration of the Initial Term or then current Renewal Period. In no event shall the term of this

1 LEASE extend beyond March 31, 2041. In the case of the LESSOR, the County
2 Administrative Officer, or his/her designee, shall have the authority to give notice of non-
3 renewal of this LEASE. Notwithstanding the foregoing, either Party may cancel this LEASE
4 with or without cause with sixty (60) days' written notice by either party to the other.

5 3. RENT/RENT INCREASE NOTICE – Upon commencement of the Initial Term,
6 the monthly rent shall be \$5,175.00 per month, which amount shall include security fees and
7 janitorial services (the "Rent"). LESSOR may thereafter adjust the Rent annually to a monthly
8 amount determined in accordance with a rate study conducted by the LESSOR's Auditor-
9 Controller/Treasurer-Tax Collector. LESSOR shall provide written notice to LESSEE prior to
10 May 1 of each year, of any increase in the Rent applying to the rental period commencing on
11 the following November 1 of that year. Annual increases shall not exceed two percent (2%) per
12 annum.

13 4. UTILITIES - Utility services shall be included in the Rent, and initially paid by
14 LESSOR. However, LESSEE shall reimburse LESSOR for all such utility charges upon receipt
15 of invoice in accordance with Section 5, hereof.

16 5. INVOICES – LESSOR shall provide a monthly invoice for the Rent to LESSEE,
17 and LESSEE shall submit payment for same to the County of Fresno, Internal Services
18 Department – Facility Services (FL-138), ATTN: Business Office, 333 W. Pontiac Way, Clovis,
19 CA 93612, or by using County of Fresno PeopleSoft journal vouchers, and in the latter case
20 the voucher entries shall be identified as: Office Space (Org-8935, Account-3404). Each
21 monthly invoice shall be provided to LESSEE a reasonable period of time in advance of any
22 payment required to be made by LESSEE pursuant to the terms of this LEASE. LESSEE shall
23 pay all such Rent to LESSOR on or about the first day of each month.

24 6. USE – LESSEE shall use the Premises as office space. LESSOR warrants that the
25 Premises are in compliance with all applicable laws, ordinances and regulations for said use.

26 7. MAINTENANCE - LESSOR shall be responsible for exterior and interior
27 maintenance, repair of air conditioning, heating units, plumbing systems, electrical systems,
28 roof, landscape, parking, common area maintenance, janitorial service and security services.

This will include exterior and interior painting as needed due to normal wear and tear. LESSOR is also responsible for the structural condition of the building and agrees that the building will always be maintained in a condition acceptable for the LESSEE'S intended use of the Premises.

8. ENFORCEMENT OF LEASE AGREEMENT - If default shall be made in any of the covenants or agreements contained in this LEASE by the LESSEE, and where such default continues for thirty (30) days after written notice thereof ("30-day Default") by LESSOR to LESSEE, LESSOR may, at its option, at any time after 30-day Default and without any demand on or notice to LESSEE or to any other person, of any kind whatsoever, re-enter and take possession of Premises and remove all persons or property therefrom, and LESSEE waives any legal remedy to defeat LESSOR'S rights and possessions hereunder. However, nothing contained herein shall prevent LESSOR from seeking any other legal or equitable remedies in a court of law which arise from such breach or default.

9. NOTICES - The persons and their addresses having authority to give and receive notices under this LEASE include the following:

LESSOR:
County of Fresno

Director of Internal Services/
Chief Information Officer
333 W. Pontiac Way
Clovis, CA 93612
Facsimile: (559) 600-6200

LESSEE:
Fresno Community Hospital and Medical
Center
ATTN: Robyn Tusan, Director, Business
Planning and Real Estate
1530 E. Shaw Avenue, Suite 116
Fresno, CA 93710
Facsimile: (559) 724-4362

Fresno Community Hospital and Medical
Center
ATTN: Brianne Marriott, Chief Legal
Counsel
789 N. Medical Center Drive East
Clovis, CA 93611

All notices between LESSOR and LESSEE provided for or permitted under this LEASE must be in writing and delivered either by personal service, by first-class United States mail, or by an overnight commercial courier service. A notice delivered by personal service is effective upon

1 service to the recipient. A notice delivered by first-class United States mail is effective three (3)
2 Business Days of LESSOR after deposit in the United States mail, postage prepaid, addressed to
3 the recipient. A notice delivered by an overnight commercial courier service is effective one (1)
4 Business Day of LESSOR after deposit with the overnight commercial courier service, delivery
5 fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. For
6 all claims arising out of or related to this LEASE, nothing in this section establishes, waives, or
7 modifies any claims presentation requirements or procedures provided by law, including but not
8 limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning
9 with section 810).

10 10. HOLD HARMLESS - LESSEE agrees to indemnify, save, hold harmless, and at
11 LESSOR'S request, defend the LESSOR, its officers, agents, and employees from any and all
12 costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and
13 losses occurring or resulting to LESSOR in connection with the performance, or failure to
14 perform, by LESSEE, its officers, agents, or employees under this LEASE, and from any and
15 all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and
16 losses occurring or resulting to any person, firm, or corporation who may be injured or
17 damaged by the performance, or failure to perform by LESSEE, its officers, agents, or
18 employees under the LEASE.

19 The parties acknowledge that as between LESSOR and LESSEE, each is responsible
20 for the negligence of its own employees and invitees.

21 11. INSURANCE – Without limiting the indemnification of each Party as stated in
22 Section 10 herein, it is understood and agreed that LESSOR and LESSEE shall each maintain,
23 at their sole expense, insurance policies or self-insurance programs including, but not limited
24 to, an insurance pooling arrangement and /or Joint Powers Agreement to fund their respective
25 liabilities throughout the term of this LEASE. Coverage shall be provided for comprehensive
26 general liability, automobile liability, professional liability, and workers' compensation exposure.
27 Evidence of insurance, Certificates of Insurance or other similar documentation shall not be
28 required of either Party under this LEASE.

1 12. INDEPENDENT CONTRACTOR - In performance of the work, duties and
2 obligations assumed by LESSEE under this LEASE, it is mutually understood and agreed that
3 LESSEE, including any and all of the LESSEE'S officers, agents, and employees will at all
4 times be acting and performing as an independent contractor, and shall act in an independent
5 capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of
6 the LESSOR. Furthermore, LESSOR shall have no right to control or supervise or direct the
7 manner or method by which LESSEE shall perform its work and function. However, LESSOR
8 shall retain the right to administer this LEASE so as to verify that LESSEE is performing its
9 obligations in accordance with the terms and conditions of the LEASE.

10 LESSOR and LESSEE shall comply with all applicable provisions of law and the rules
11 and regulations, if any, of governmental authorities having jurisdiction over matters the subject
12 thereof.

13 Because of its status as an independent contractor, LESSEE shall have absolutely no
14 right to employment rights and benefits available to LESSOR'S employees. LESSEE shall be
15 solely liable and responsible for providing to, or on behalf of, its employees all legally-required
16 employee benefits. In addition, LESSEE shall be solely responsible and save LESSOR
17 harmless from all matters relating to payment of LESSEE'S employees, including compliance
18 with Social Security withholding and all other regulations governing such matters. It is
19 acknowledged that during the term of this LEASE, LESSEE may be providing services to
20 others unrelated to the LESSOR or to this LEASE.

21 13. POSSESSORY INTEREST TAX - LESSEE agrees to pay any possessory interest
22 tax which may be levied upon the Premises. In this respect, LESSEE understands and
23 acknowledges, as required by California Revenue and Taxation Code Section 107.6, that
24 LESSEE'S use of property owned by a tax-exempt public agency may be subject to property
25 taxation and LESSEE (the person in whom the possessory interest is vested) is subject to the
26 payment of property taxes levied on such interest.

27 14. RELOCATION ASSISTANCE WAIVER - LESSEE waives all rights to which
28 LESSEE may be entitled, including eligibility for relocation assistance, under California

Government Code Section 7260, et seq., with regard to the LEASE.

15. SURRENDER OF POSSESSION - Upon the expiration or termination of this LEASE, LESSEE will surrender Premises to LESSOR in such condition as existing at the commencement of this LEASE less reasonable wear and tear, and less the effects of any breach of LESSOR'S covenant to maintain. LESSEE will not be responsible for any damage which LESSEE was not obligated hereunder to repair.

16. FIXTURES - LESSOR agrees that any equipment, fixtures or apparatus installed in or on the Premises by LESSEE shall continue to be the property of LESSEE, and may be removed by LESSEE at any time. LESSEE shall repair any damage caused by the removal of fixtures. Any fixtures not removed when LESSEE surrenders possession shall become the property of the LESSOR.

17. RIGHT OF ENTRY - LESSOR, or its representative(s), shall have the right to enter the Premises at any time during business hours to inspect the Premises to verify compliance with the terms of this LEASE. The normal business of LESSEE or its invitees shall not be unnecessarily inconvenienced.

18. AMENDMENT - This LEASE may be amended in writing by the mutual consent of the parties without in any way affecting the remainder.

19. NON-ASSIGNMENT - LESSEE shall not assign, transfer or sub-contract this LEASE nor their rights or duties under this LEASE without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld.

20. GOVERNING LAW - Venue for any action arising out of or relating to this LEASE shall be in Fresno County, California. This LEASE shall be governed by the laws of the State of California.

21. ENTIRE LEASE - This LEASE constitutes the entire LEASE between the LESSOR and LESSEE with respect to the subject matter hereof, and supersedes all prior leases, negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly referenced in this LEASE.

This LEASE shall be binding on and inure to the benefit of LESSOR'S heirs,
successors and assigns.

EXECUTED as of the date first herein written.

LESSEE:
Fresno Community Hospital and Medical
Center

By 
Craig Wagoner, Executive Vice President
& Chief Operating Officer

Date: 3/10/2021

Fund: 0001
Subclass 10000
Org No. 0415
Acct. No. 3404

FL-138 CRMC Clinic

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

COUNTY OF FRESNO

**Steve Brandau, Chairman of the Board of
Supervisors of the County of Fresno**

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: Jesse Cuyler
Deputy

FOR ACCOUNTING USE

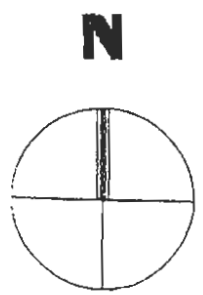
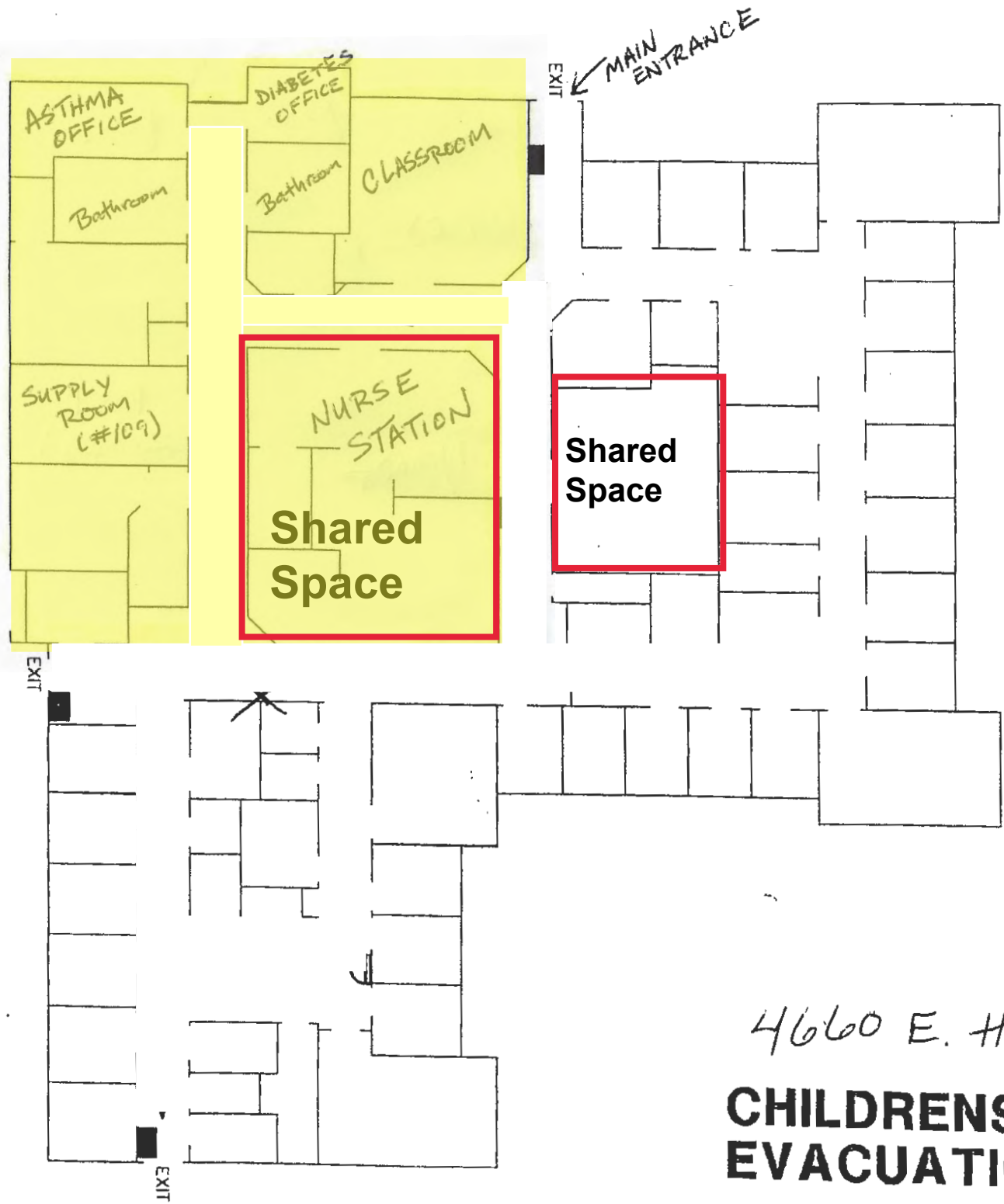
ONLY: Fund: 0001

Subclass: 10000

ORG: 0415

Account: 3404

FL-138 CRMC Clinic



LEGEND	
	EXTINGUISHERS
	PULL STATION
	YOU ARE HERE

4660 E. HUNTINGTON

**CHILDRENS HEALTH CENTER
EVACUATION ROUTE**